



Specifications for SWC #414: Non-Roadway Snow and Ice Services

Section 1: Scope of Work

A. The purpose of this Contract is to provide snow and ice removal services for State of Tennessee ("State") Agencies, Other Governmental Bodies, members of the University of Tennessee or Tennessee Board of Regents system, and the nonprofit entities identified in Tenn. Code Ann. § 33-2-1001 ("Authorized Users") may utilize the awarded Contract. Contractor agrees to extend this Contract to Authorized Users. Snow and ice removal services include, but are not limited to: pre-treatment of surfaces to prevent ice formation; spreading ice melt product; and removal of snow and ice from parking lots, sidewalks, and building entrances and exits.

B. Definitions

Agency	Means each State of Tennessee board, commission, committee, department, officer, or any other unit of State government except for those governmental entities identified in Tenn. Code Ann. § 12-3-102(a).
End User	Means the using Agency, local government, or other entity of Statewide contract.
Other Governmental Bodies	Means any governmental entity in the State of Tennessee, other than Agencies, including but not limited to: 1) Judicial branch entities; 2) Legislative branch entities; 3) Local governments (includes counties, cities, townships & municipalities); 4) Educational institutions (includes universities, colleges and K-12); and 5) Authorities and quasi-governmental bodies.
SIMA	Snow and Ice Management Association

- C. The Contractor shall provide snow and ice removal services as requested by the State.
1. When providing snow and ice removal services, the Contractor shall be responsible for but, not limited to:
 - a. All personnel;
 - b. Equipment and tools;
 - c. Supplies and materials; and
 - d. Training and supervision of staff
 2. Contractor shall perform snow and ice removal services at the individual locations and all areas identified in Agency Evaluation Model Location Specification Form provided by the End User.
 3. Contractor shall ensure snow and ice removal services are completed in a timely and efficient manner.
 4. Contractor shall remove snow and ice from parking lots so that all parking spots are continuously available.
 5. Contractor must have equipment and staff to adequately perform the specified services, and in the event of mechanical breakdown of trucks or equipment, will be expected to provide backup service so that the non-roadway snow and ice services will be performed as required.
 6. Contractor will spread de-icing material when a snowfall occurs or when icing conditions exist. Contractor must utilize its best judgment when spreading de-icing material in order to prevent slips and falls and assure the safety and security of the public and the End User's employees.
 7. Contractor shall remove snow (via shovel or snow blower) from sidewalk areas as specified in the Agency Evaluation Model Location Specification Form.
- D. The Contractor shall use caution when performing services to prevent damage to any portion of the End User's property.
- E. The Contractor accepts liability for any and all damage to the End User's property, whether owned or leased. Contractor will repair or replace any and all damage to parking lots, buildings, curbs, pavement, fences, landscaping, or other End User property caused by the Contractor when providing snow and ice removal services.

At the Contractor's expense, the State will choose a licensed appraiser to determine what this replacement or repair cost should be.

Section 2: General Requirements

- A. Contractor must have a minimum of one (1) year experience in business providing snow and ice removal services.
- B. Contractor will use Attachment 2 to select the counties in which it can provide non-roadway snow and ice removal services. Contractor should only select counties in which they have the ability to actively participate in Quotes and provide services.
- C. Contractor is required to have a dedicated contract manager or customer service line with 24/7 availability.
- D. The Contractor must have a SIMA certification. If they do not possess a SIMA certification they must obtain one within one (1) year of being placed on the contract to have the ability to provide quotes on properties for this service.
- E. Contractor is required to have the following:
 - 1. At least one (1) spreader;
 - 2. Vehicles capable of connecting to a snow plow or spreader (3/4 ton trucks with 4-wheel drive or better)
 - 3. At least one (1) snow plow
 - 4. Shovels and scrapers
 - 5. At least one (1) employee
 - 6. At least one (1) pallet per property of Calcium Chloride or similar product
 - 7. At least one (1) pallet per property of Magnesium Chloride or similar product
- F. The Contractor must identify a contract manager to serve as the point of contact for all properties on contract. The designated contract manager must become familiar with the Contract, End Users, and End Users' properties and promptly handle all service issues and billing inquiries. The State reserves the right to request that Contractor replace the contract manager or any other Contractor employee servicing the Contract.

- G. All on-site Contractor personnel shall have visible Contractor-provided identification at all times. Contractor-furnished identification may be a shirt, hat, vest, lanyard, badge, or other form of identification that ties the employee back to the Contractor.
- H. Certificates of Insurance: A certificate of insurance (COI) must be presented to the State on an annual basis to reflect the Contractor is compliant with the insurance requirements outlined for this contract. See the Terms and Conditions for further information about insurance requirements.

Section 3: Contract Usage Procedures

- A. End Users will invite Contractors to provide quotes by completing the Agency Evaluation Model Location Specification Form (Attachment 1) for non-roadway snow and ice services based on the list of approved Contractors for the county in which the End User's property is located. All requests for quote will include a quote submission deadline.
- B. The End User will fill out the Agency Evaluation Model Location Specification Form with all the details about the property.
- C. If the End User deems it necessary, the End User will schedule a site visit with all qualified Contractors in the county. At the End User's discretion, a site visit may be a necessary pre-condition for submitting a quote.
 - 1. Contractor must be on time and sign in at the site visit. Any Contractor that fails to either arrive on time or sign in may be excluded from submitting a Quote for that property.
 - 2. If deemed necessary, the State Agency is only required to conduct one mandatory site visit per location. However, they may choose to conduct more than one site visit to all for more Contractor participation. If more than one site visit is made available, the Contractor is required to attend only one (1).
 - 3. In the event the End User schedules a mandatory site visit, the Contractor will be notified at least five (5) business days prior to the mandatory site visit date.
 - 4. Contractors are required to respond by the date listed on the mandatory site visit invitation with confirmation of attendance.
- D. Evaluation of Quotes.

1. The End User will evaluate all timely quotes submitted by qualified Contractors. In its evaluation process, the End User will check the math performed in each line item and in calculating the total cost of the services. If a qualified Contractor submits a timely quote containing a math error, the End User will permit the Contractor to correct the error. Timely quotes containing math errors will be evaluated for award of the services with the error is corrected. The End User will award the services to the qualified Contractor who timely submits the lowest quote. All qualified contractors who timely submitted quotes will receive notice of the award.
2. Agency will evaluate quotes and send notice of award (email or letter) to all Contractors who submitted quotes.
3. Note: Contractors who were qualified and submitted a quote by the deadline have the option to request that the Central Procurement Office review the quotes.
4. If there are any changes that impact the services outlined in the Agency Evaluation Model Location Specification Form (Attachment 1) (i.e. changes in services requested or areas to be serviced) after an award, the End User should immediately contact awarded Contractors.

If there is a change to the services requested, the agency has the sole discretion to send the changes to all qualified Contractors and allow them to re-quote. If the End User does not ask for re-quotes, and there is a change in cost due to the change in services requested, then the awarded Contractor must provide a supplemental quote.

- E. Contractor will complete the services as outlined on the Agency Evaluation Model Location Specification Form. It is the End User's responsibility to verify all services have been completed satisfactorily.

Section 4: Activation of Services

- A. Contractor shall start services outlined in the Agency Evaluation Model Location Specification Form (Attachment 1) immediately upon the issuance of an advisory, watch, or warning for winter weather, freezing rain, ice or ice storm, blizzard, or winter storm by a U.S. National Weather Service Weather Forecast Office.
- B. Based on the content of the U.S. National Weather Service issued advisory, the Contractor will determine and deploy all resources deemed necessary, including employees and equipment.

- C. The Contractor is required to include a copy of the official weather advisory when submitting any invoice for services provided.

Section 5: Billing and Payment Instructions

- A. The Contractor shall submit an invoice in compliance with paragraph B.3.f. of the Terms and Conditions to the End User who requested snow and ice removal services.
- B. The invoice shall not exceed the quoted amount without proper written documentation showing the End User agreed to an amount in excess of the original quote. If there is a dispute about charges, the Contractor must provide written documentation of the agreed upon charge(s). The State may not pay the charges in question if the Contractor fails to provide documentation.
- C. Once the End User is in receipt of an undisputed invoice that complies with paragraph B.3.f. of the Terms and Conditions, the End User will follow its normal procedures for invoice payment.
- D. The Contractor shall credit in full all overcharges to the End User.